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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 LOS ANGELES WATERKEEPER, a
11 California non-profit association,

12 Plaintiff,

13
14 v.

15 ACCURATE STEEL TREATING, INC.,
16 a California corporation,

17 Defendant.
18
19

Case No.: 2:24-cv-07503-MWC-SSC

CONSENT DECREE

JS-6

CONSENT DECREE

WHEREAS, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

WHEREAS, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal and ocean waters of Los Angeles County from all sources of pollution and degradation;

WHEREAS, Defendant Accurate Steel Treating, Inc. (“Defendant”) owns and operates a facility at 10008 Miller Way, South Gate, California 90280, under Waste Discharger Identification number 4 19I009388 (“Facility”);

WHEREAS, the Facility’s primary industrial activities consist of treatment of steel through various processes, electroplating, and supporting operations. The Facility is categorized under Standard Industrial Classification (“SIC”) Codes 3398, covering metal heat treating, and 3471, covering electroplating, plating, polishing, anodizing, and coloring;

WHEREAS, storm water discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal Sufficiently Sensitive Test Method Ruling; 2) Total Maximum Daily Load Implementation Requirements; and 3) Statewide Compliance Options Incentivizing On-Site or Regional Storm Water Capture and Use, at the Facility (“General Permit” or “Permit”)¹, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or

¹ Any references to the “General Permit” or “Permit” herein shall be to the then-effective version, regardless of whether such changes are the result of amendments, revisions, reissuance, or similar modification of material terms. Any reference in this Consent Decree to specific sections or subsections of the General Permit that are moved, modified, or otherwise changed in a subsequent version of the General Permit shall be to such subsequent reference(s) as if set forth herein, *e.g.*, the current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split into a new §XI.B.6.c and §XI.B.6.d.

1 “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

2 **WHEREAS**, Defendant’s operations at the Facility result in discharges of
3 pollutants into waters of the United States and are regulated by the Clean Water Act
4 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

5 **WHEREAS**, the General Permit requires all permittees, including Defendant,
6 to comply with, inter alia, the following mandates: (1) develop and implement a
7 storm water pollution prevention plan and a storm water monitoring implementation
8 plan, (2) control pollutant discharges using, as applicable, best available technology
9 economically achievable or best conventional pollutant control technology to prevent
10 or reduce pollutants through the development and application of Best Management
11 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce
12 and eliminate discharges necessary to comply with any and all applicable Water
13 Quality Standards, and (4) implement a monitoring and reporting program, including
14 the MIP, designed to assess compliance with the Permit;

15 **WHEREAS**, on July 3, 2024, Plaintiff issued a notice of intent to file suit
16 (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of the
17 United States Environmental Protection Agency (“EPA”), the Executive Director of
18 the State Water Resources Control Board (“State Board”), the Executive Director Los
19 Angeles Regional Water Quality Control Board (“Regional Board”), the Regional
20 Administrator of EPA Region IX, and the U.S. Attorney General of the U.S.
21 Department of Justice, alleging violations of the Clean Water Act and the General
22 Permit;

23 **WHEREAS**, on September 3, 2024, LA Waterkeeper filed a complaint against
24 Defendant in the Central District of California (“Court”), Civil Case No. 2:24-cv-
25 07503 (“Complaint”);

26 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit
27 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains
28 and surface waters, including the Rio Hondo and Los Angeles River, which drain to

1 Queensway Bay, San Pedro Bay, and the Pacific Ocean (collectively, “Receiving
2 Waters”);

3 **WHEREAS**, Plaintiff and Defendant (collectively, “Settling Parties” or
4 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree
5 setting forth terms and conditions appropriate to resolving the allegations set forth in
6 the 60-Day Notice Letter and Complaint without further proceedings;

7 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree
8 shall be made in compliance with all applicable federal, state and local laws, rules
9 and regulations.

10 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
11 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
12 **FOLLOWS:**

13 1. The Court has jurisdiction over the subject matter of this action pursuant
14 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

15 2. Venue is appropriate in the Central District Court pursuant to Section
16 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the
17 alleged violations are taking place is located within this District.

18 3. The Complaint states a claim upon which relief may be granted against
19 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

20 4. LA Waterkeeper has standing to bring this action.

21 5. The Court shall retain jurisdiction over this matter for the purposes of
22 interpreting, modifying, or enforcing the terms and conditions of this Consent Decree
23 and adjudicating all disputes among the Parties that may arise under the provisions of
24 this Consent Decree, for the Term (as defined below) of this Consent Decree
25 including for as long as necessary for the Court to resolve any motion to enforce this
26 Consent Decree, but only regarding issues raised within the Term. The Court shall
27 have the power to enforce this Consent Decree with all available legal and equitable
28 remedies, including contempt.

1 **I. OBJECTIVES**

2 6. It is the express purpose of the Settling Parties through this Consent
3 Decree to further the objectives of the Clean Water Act, and to resolve all issues
4 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These
5 objectives include compliance with the provisions of this Consent Decree,
6 compliance with all terms and conditions of the General Permit, and compliance with
7 all applicable sections of the CWA.

8 7. In light of these objectives and as set forth fully below, Defendant agrees
9 to comply with the provisions of this Consent Decree, terms and conditions of the
10 General Permit, and all applicable sections of the CWA at the Facility.

11 **II. AGENCY REVIEW AND DEFINITIONS**

12 **A. AGENCY REVIEW OF CONSENT DECREE**

13 8. Agency Review. Plaintiff shall submit this Consent Decree to the United
14 States Department of Justice and the United States EPA (the “Federal Agencies”) for
15 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires
16 forty-five (45) calendar days after receipt by the Federal Agencies, as evidenced by
17 certified return receipts, or upon the date that the Federal Agencies provide a no
18 objection letter, whichever is earlier (“Agency Review Period”). In the event that the
19 Federal Agencies object to entry of this Consent Decree or to any portion of this
20 Consent Decree, the Parties agree to meet and confer to attempt to resolve the issue(s)
21 raised by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised
22 by the Federal Agencies in their comments, the Parties agree to expeditiously seek a
23 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

24 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the
25 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s
26 calendar with the 45-day review period.

27 10. Entry of Consent Decree. Following the expiration of the Agency
28 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

B. DEFINITIONS

11. Unless otherwise expressly defined herein, terms used in this Consent Decree which are defined in the CWA or in regulations or rules promulgated under the CWA have the meaning assigned to them in the statutes or regulations or rules. Whenever terms listed below are used in this Consent Decree, whether or not capitalized, the following definitions apply:

- a. “BAT” means the Best Available Technology Economically Achievable.
- b. “BCT” means the Best Conventional Pollutant Control Technology, and collectively with BAT is referred to herein as “BAT/BCT.”
- c. “BMPs” means Best Management Practices as defined in Attachment C (Glossary) of the General Permit.
- d. “Consent Decree” means this Consent Decree and any attachments or documents incorporated by reference.
- e. “Day” means a calendar day. In computing any period of time under this Consent Decree, where the last day of such period is a Saturday, Sunday, or Federal or State Holiday, the period runs until the close of business on the next day that is not a Saturday, Sunday, or Federal or State Holiday.
- f. “Design Storm” means the design storm calculated in accordance with the design storm standards set forth in General Permit for Volume-based BMPs (General Permit § X.H.6.a.) or Flow-based BMPs (General Permit § X.H.6.b.).
- g. “Discharge Point” means each discharge location designated in the then-current SWPPP for the Facility.
- h. “Effective Date” means the effective date of this Consent Decree, which shall be the date of full execution by the Parties.

- i. “Entry Date” means the day this Consent Decree is approved and entered by the Court.
- j. “Forecasted Rain Event” means a forecasted rain event as determined by the National Oceanic and Atmospheric Administration (<http://forecast.weather.gov/>) for “90280, Downey, CA, USA”².
- k. “MIP” means a Monitoring Implementation Plan.
- l. “PPT” means Pollution Prevention Team.
- m. “Qualified Industrial Storm Water Practitioner” or “QISP” shall have the definition set forth in Section IX.A.1 of the General Permit.
- n. “Qualifying Storm Event” or “QSE” shall have the definition set forth in Section XI.B.1 of the General Permit.
- o. “Reporting Year” means the period from July 1 of a given calendar year to June 30 of the following calendar year.
- p. “SMARTS” means the California State Water Resources Control Board’s Stormwater Multiple Application and Report Tracking System.
- q. “SWPPP” means a Storm Water Pollution Prevention Plan.
- r. “Term” means the period between the Effective Date and the “Termination Date.”
- s. “Termination Date” means the latest of:
 - i. June 30 following five (5) years from the Effective Date;
 - ii. June 30 following two (2) years after the Advanced Treatment System (defined below) is fully installed, operational, and optimized, if applicable;

² Available at <https://forecast.weather.gov/MapClick.php?lat=33.9482&lon=-118.156>.

1 iii. seven (7) days from the conclusion of any proceeding or
2 process to enforce the Consent Decree initiated prior to the
3 later of the dates in Paragraphs 11.r.i and 11.r.ii above; or

4 iv. seven (7) days from Defendant's completion of all
5 payments and other affirmative duties required by this
6 Consent Decree.

7 t. "Wet Season" means the period beginning October 1st of any
8 given calendar year and ending June 30th of the following
9 calendar year.

10 **III. COMMITMENTS OF THE SETTLING PARTIES**

11 **A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

12 12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm
13 water discharge, as defined in the General Permit, shall be a violation of this Consent
14 Decree.

15 13. Current and Additional Best Management Practices. At all times,
16 Defendant shall implement BMPs identified in its SWPPP as revised pursuant to this
17 Consent Decree and required by the General Permit and the Clean Water Act.

18 14. Rain Gauge/Sensor. Defendant and Plaintiff shall agree that the public
19 rain gauge sensor located at Imperial Yard (<https://dpw.lacounty.gov/wrd/rainfall/#>) shall
20 be the definitive measure of rainfall at the Facility for purposes of this Consent
21 Decree.

22 15. Structural and Non-Structural BMPs for the Facility. Defendant shall
23 develop and implement the following BMPs at the Facility:

24 a. Initial BMPs. As soon as possible but no later than forty-five (45)
25 days of the Effective Date, unless otherwise noted, Defendant
26 shall develop and implement the following BMPs at the Facility,
27 unless impracticable in which case Defendant will notify Plaintiff
28

1 as soon as possible, and in no case later than 30 days from the date
2 that Defendant learns of an impediment to implementation:

- 3 i. Retrofit all visibly degraded galvanized roof surfaces from
4 which storm water flows into any drainage area to minimize
5 zinc accumulation in storm water;
- 6 ii. Implement a daily sweeping program using a regenerative
7 air or vacuum sweeper certified by the South Coast Air
8 Quality Management District with the capacity to collect
9 and retain PM-10 (10 μ m) particles on all paved areas at
10 least once per month outside of the Wet Season, once per
11 week during the Wet Season, and within twenty-four (24)
12 hours prior to a Forecasted Rain Event, and employ hand
13 sweeping and/or vacuuming on the same schedule in areas a
14 mechanical sweeper cannot access;
- 15 iii. During each Wet Season, as necessary, replace the
16 wattles/filters/socks when visibly degraded or ineffective
17 and/or when sampling data demonstrates the
18 wattles/filters/socks are not sufficiently reducing pollutant
19 concentrations;
- 20 iv. Within twenty-four (24) hours prior to a Forecasted Rain
21 Event, inspect all wattles/filters/socks deployed at the
22 Facility;
- 23 v. Improve existing overhead structures, consistent with the
24 definition of “Storm-Resistant Shelters” in the General
25 Permit, to minimize the potential for stormwater to
26 encounter the material below the structures or for contents
27 to become windborne, especially the Hazardous Waste
28 Storage Areas;

- vi. Within twenty-four (24) hours prior to a Forecasted Rain Event, remove any exposed waste material and cover all industrial materials, debris and scrap bins, and trash cans with tarps, lids, or other coverings sufficient to prevent exposure to rainfall, including without limitation those stored outside and where roof protection is inadequate, or otherwise move them into a covered structure adequate to prevent exposure to rainfall;
- vii. Remove, and prevent the storage of, all unused, inutile, and/or abandoned racks, vehicles, equipment, paint and waste scrap materials from the entire property;
- viii. Institute an equipment and vehicle maintenance program that ensures:
 - A. no maintenance activities occur outdoors during wet weather, unless such maintenance is required for safe operation of the Facility, *e.g.*, the forklift breaks down in a location that prevents ingress/egress;
 - B. maintenance activities occur only in designated work areas or beneath covered maintenance areas; and
 - C. when maintenance activities must be performed outdoors, action shall be taken to immediately contain, capture, and clean up any discharge or spills of waste fluids to the ground; and
- ix. Inspect hazardous material and waste storage areas daily for proper implementation and maintenance of control measures and containment integrity;
- x. Implement the consolidated treatment system as detailed in the proposal from GSI, Inc., as understood by the parties

1 based on mutually agreed-upon documentation attached to
2 this Consent Decree as Exhibit A.

3 xi. Within seven (7) days of each of the above BMPs being
4 implemented, Defendant shall confirm to LA Waterkeeper
5 in writing, with photographs as appropriate, that such BMP
6 has been implemented as set forth herein.

7 **B. SAMPLING AT THE FACILITY**

8 16. Defendant shall develop a monitoring program consistent with the
9 General Permit. During the Term, Defendant shall collect samples of storm water
10 discharge from each Discharge Point from all Qualifying Storm Events. Such
11 sampling shall take place as soon as possible within the four (4) hour period required
12 by the General Permit § XI.B.5. If Defendant would have been required to collect
13 samples during a rain event pursuant to this Consent Decree had such rain event
14 produced a discharge, but Defendant did not collect samples because such rain event
15 did not produce a discharge, then Defendant shall document the inability to sample by
16 taking photographs during the rain event of each Discharge Point from which no
17 discharge occurred. Defendant shall submit such photographs to LA Waterkeeper by
18 email, along with rain gauge/sensor data for the date of such rain event, within five
19 (5) days of a written request for such records by LA Waterkeeper, but not more than
20 once per quarter. A request may cover multiple rain events.

21 17. Sampling Parameters. All samples collected pursuant to this Consent
22 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should
23 Defendant intend to conduct sampling for any additional parameters required by a
24 new mandate from a regulatory agency, such parameter shall be incorporated into this
25 Consent Decree as if listed in Table 1 for all purposes, including any Action Plan
26 requirements (as defined below). Defendant shall immediately notify LA
27 Waterkeeper of its intent to conduct sampling for any such additional parameters and
28 the Parties shall meet and confer regarding the applicable Table 1 limit for such

1 purposes within ten (10) days of such notification. A parameter may be removed from
2 Table 1 if (1) it is no longer present at the Facility; (2) sampling results from four (4)
3 or more consecutive QSEs demonstrate no Exceedances of Table 1; or (3) it is not
4 otherwise required to be analyzed pursuant to Section XI.B.6 of the General Permit.

5 18. Laboratory and Holding Time. Except for pH samples, Defendant shall
6 deliver all samples to a California-certified environmental laboratory for analysis
7 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be
8 completed onsite using a portable instrument that is calibrated and used according to
9 the manufacturer's instructions.

10 19. Detection Limit. Defendant shall request that the laboratory use
11 analytical methods adequate to detect the individual pollutants at or below the values
12 specified in the General Permit and Table 1 below.

13 20. Reporting. Defendant shall provide complete laboratory results of all
14 samples collected at the Facility to SMARTS in accordance with the General Permit,
15 and shall provide copies to LA Waterkeeper within ten (10) days of receiving the
16 laboratory report with the results.

17 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

18 21. Table 1 Applicable Thresholds. Defendant shall develop and implement
19 BMPs for storm water discharges from the Facility that reduce pollutant
20 concentrations to levels below those in Table 1.

TABLE 1³

Parameter	Threshold	Source of Limit
Total Suspended Solids	100 mg/L (annual) 400 mg/L (instantaneous)	NAL
pH	6.0-9.0 (instantaneous)	NAL
Oil & Grease	15 mg/L (annual) 25 mg/L (instantaneous)	NAL
Zinc	0.159 mg/L (instantaneous)	NEL
Cadmium	0.0031 mg/L (instantaneous)	NEL
Copper	0.06749 mg/L (instantaneous)	NEL
Ammonia	2.14 mg/L (annual)	NAL
N+N	0.68 mg/L (annual)	NAL
Iron	1.0 mg/L (annual)	NAL
Aluminum	0.75 mg/L (annual)	NAL

22. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows:

- (a) where the concentration of any pollutant in any two (2) storm water samples from the same discharge point at the Facility during a Reporting Year exceed an annual threshold contained in Table 1; and/or (b) where the concentration of any pollutant in any storm water sample from the Facility exceeds an instantaneous threshold contained in Table 1.

³ The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for zinc is either increased to 0.30 mg/L or decreased to 0.20 mg/L, such new NAL, and not 0.26 mg/L, shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, e.g., the NAL for iron being removed, then the Parties shall meet and confer regarding the applicable Table 1 limit for such parameter for the purposes of this Consent Decree.

1 23. Action Plan. As of the Effective Date, and for the remainder of the
2 Term, if (a) Defendant has an unauthorized non-storm water discharge in violation of
3 Paragraph 12, or (b) storm water samples demonstrate an Exceedance as defined
4 above, or iterative actions are required consistent with the General Permit, or (c) after
5 an Advanced Treatment System is fully installed, operational, and optimized, if ever,
6 the Advanced Treatment System discharges untreated storm water in smaller than a
7 Design Storm, (each, a “Trigger Event”), Defendant shall prepare and submit to LA
8 Waterkeeper a plan to address the conditions causing the Trigger event (“Action
9 Plan”). The complete Action Plan shall be submitted to LA Waterkeeper within thirty
10 (30) days of the applicable Trigger Event.

11 a. Action Plan Requirements. Each complete Action Plan submitted
12 shall include at a minimum: (1) the identification of the
13 pollutant(s) discharged in excess of the numeric limit(s) and/or the
14 applicable unauthorized non-storm water discharge and/or the
15 discharge in smaller than a Design Storm, if applicable; (2) an
16 assessment of the source of each pollutant exceedance and/or
17 applicable unauthorized non-storm water discharge and/or
18 applicable discharge in smaller than a Design Storm, if applicable;
19 (3) the identification of additional BMPs that shall be
20 implemented to achieve compliance with the numeric limit(s)
21 and/or unauthorized non-storm water discharge prohibition and/or
22 Design Storm standard, if applicable, as well as the design plans
23 and calculations of these additional BMPs; and (4) time schedules
24 for implementation of the proposed BMPs. The time schedule(s)
25 for implementation shall ensure that all BMPs are implemented as
26 soon as possible, but in no event later than ninety (90) days
27 following the submission of the Action Plan, unless a later
28 implementation date is mutually agreed upon by the Settling

Parties. Within seven (7) days of each of the BMPs set forth in the Action Plan being implemented, Defendant shall confirm to LA Waterkeeper in writing, with photographs, that such BMP has been implemented as set forth in the Action Plan.

- b. Action Plan Proposed BMPs. The following BMPs should generally be evaluated for inclusion in Action Plans to attain the Table 1 levels in the Facility's storm water discharges:
- i. Hydrologic Controls. Installation of additional berms or equivalent structural controls necessary to reduce or prevent storm water from flowing off site other than through the engineered storm water conveyance system or storm water retention or treatment facilities.
 - ii. Sweeping. The increased/more frequent use of sweepers and manual sweeping in otherwise inaccessible areas.
 - iii. Treatment Systems. Installing additional components or systems, such as an Advanced Treatment System, or making changes to the operation and maintenance protocols for such system, to provide more effective filtration treatment of storm water prior to discharge.
 - iv. Evaluation of Existing BMPs. Replacing, rehabilitating, or eliminating existing BMPs, taking into account the age of the BMPs involved or employed, the engineering aspect of the application of various BMPs, and any adverse environmental impact of the BMPs.
 - v. Paving. Patching, paving, or otherwise resurfacing areas of degraded pavement or asphalt throughout the Facility.
 - vi. Wattles. Employing and securing new wattles/filters/filtration socks (biochar or other equivalent

media) to reduce sediments, metals, and organic materials in storm water discharged from the Facility, and configure such wattles/filters/socks to achieve maximum contact time with storm water prior to discharge, *i.e.*, in multiple layers and/or overlapping formations, and implement a regular replacement interval.

- c. Action Plan Review. LA Waterkeeper shall have thirty (30) days upon receipt of Defendant's complete Action Plan to provide Defendant with comments. Within fourteen (14) days of receiving LA Waterkeeper's proposed revisions to an Action Plan, Defendant shall consider each of LA Waterkeeper's recommended revisions and accept them or justify in writing why any comment is not incorporated. Action Plan(s) developed and implemented pursuant to this Consent Decree are an obligation of this Consent Decree. Any disputes as to the adequacy of an Action Plan shall be resolved pursuant to the dispute resolution provisions of this Consent Decree, set out in Section IV below. Disputes regarding the adequacy of a particular BMP shall not impact the schedule for implementing any other BMP set forth in the Action Plan.
- d. Defendant shall revise the then-current SWPPP to reflect the changes required by the Action Plan, as set forth in Paragraph 28.b.i below.
- e. Action Plan Payments. Defendant shall pay Five Thousand Dollars (\$5,000.00) each time an Action Plan is submitted to LA Waterkeeper. Payments are due at the same time that the applicable Action Plan is submitted and shall be made to "Los Angeles Waterkeeper" via certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Senior Attorney, 360 E. 2nd

1 Street, Suite 250, Los Angeles, CA 90012. Failure to submit a
2 payment as required under this Paragraph will constitute a breach
3 of the Consent Decree.

4 **D. VISUAL OBSERVATIONS**

5 24. Storm Water Discharge Observations. During the Term, appropriately
6 trained staff of Defendant or a qualified third-party contractor shall conduct visual
7 observations during the Facility's operating hours during every rain event. Such
8 inspections shall comply with all requirements of Section XI.A.2 of the General
9 Permit.

10 25. Monthly Visual Observations. During the Term, appropriately trained
11 staff of Defendant or a qualified third-party contractor shall conduct monthly non-
12 storm water visual observations of the Facility. Such inspections shall comply with
13 all requirements of Section XI.A.1 of the General Permit. Such observations shall
14 include outfalls, Discharge Points, outdoor industrial equipment and storage areas,
15 outdoor industrial activities areas, BMPs, and all other potential sources of industrial
16 pollutants. All Discharge Points shall also be inspected for accumulation of dust,
17 sediment, sand, grit, oily substances, oily sheens upon any standing water, and other
18 materials associated with operations at the Facility. During the Wet Season, such
19 inspections shall further include observations of all storm water BMPs that are used
20 only during the Wet Season at the Facility to ensure that operational BMPs are being
21 implemented, structural BMPs are in good condition or working order, and that
22 BMPs have been effective in producing clean conditions at the Facility. Such
23 inspections shall further include observation as to whether there are any non-storm
24 water discharges from the Facility.

25 26. Visual Observations Records. Defendant shall maintain observation
26 records, including photographs, to document compliance with Paragraphs 24 and 25
27 Such records shall include, but not be limited to, the persons who completed the
28 inspection, the date of the inspection, and notes sufficient to describe the completed

1 activity and all observations thereof, including but not limited to: (i) whether BMPs
2 are in a proper, working condition; (ii) whether any repair, replacement, or operation
3 and maintenance is needed for any BMPs; (iii) other conditions that have the
4 potential to lead to pollutant loading in storm water discharges; and (iv) photographs
5 of all the foregoing. Defendant shall provide LA Waterkeeper with a copy of those
6 records within seven (7) days of receipt of a written request from LA Waterkeeper for
7 those records, but not more than once per quarter. This limitation shall reset in the
8 event of any Table 1 exceedance or action plan, as described above.

9 27. Employee Training Program. Within thirty (30) days of the Effective
10 Date, Defendant shall develop and implement an employee training program that
11 meets the following requirements and ensures that either (1) that there is a sufficient
12 number of employees at the Facility designated to achieve compliance with the
13 General Permit and this Consent Decree (“Designated Employees”), and that these
14 Designated Employees are properly trained to perform the activities required by the
15 General Permit and this Consent Decree (“Training Program”): or (2) that a qualified
16 third-party contractor performs those activities.

17 a. Materials. Training materials should include, at minimum, a
18 detailed Training Manual or Standard Operating Procedure,
19 including drawings and diagrams where appropriate, for reference
20 and use by Defendant’s personnel to ensure effective
21 implementation of all BMPs at the Facility;

22 b. Language. The training and training materials shall be available
23 and offered in the language(s) in which relevant employees are
24 fluent. If necessary, Defendant shall provide a translator or
25 translators at all trainings where such translation is likely to
26 improve staff comprehension of the Training Program and
27 improve compliance with this Consent Decree and the General
28 Permit;

- 1 c. Training Frequency. Training shall be provided by a QISP
2 familiar with the requirements of this Consent Decree and the
3 General Permit, and shall be repeated as necessary to ensure that
4 all relevant employees are familiar with the requirements of this
5 Consent Decree, the Permit, and the Facility's SWPPP. All
6 relevant new staff shall receive this training before assuming
7 responsibilities for implementing the SWPPP;
- 8 d. Sampling Training. Defendant shall designate an adequate number
9 of employees necessary to collect storm water samples as required
10 by this Consent Decree, including training to ensure samples are
11 properly collected, stored, and submitted to a certified laboratory,
12 or shall have those samples collected by a qualified third-party
13 contractor;
- 14 e. Visual Observation Training. Defendant shall provide training on
15 how and when to properly conduct visual observations to
16 Designated Employees;
- 17 f. Non-Storm Water Discharge Training. Defendant shall train all
18 Designated Employees at the Facility on the General Permit's
19 prohibition of non-storm water discharges, so that Designated
20 Employees know what non-storm water discharges are and how to
21 detect and prevent non-storm water discharges;
- 22 g. Employees. All Designated Employees at the Facility shall
23 participate in the Training Program annually. New Designated
24 Employees shall participate in the Training Program within thirty
25 (30) days of their hiring date; and
- 26 h. Records. Defendant shall maintain training records to document
27 compliance with this Paragraph and shall provide LA Waterkeeper
28

1 with a copy of these records within seven (7) days of receipt of a
2 written request, but not more than once per quarter.

3 28. SWPPP Revisions.

- 4 a. Initial SWPPP Revisions. Defendant shall amend the Facility's
5 SWPPP to incorporate the requirements in this Consent Decree
6 and comply with the General Permit and submit the complete,
7 updated SWPPP to LA Waterkeeper within thirty (30) days of the
8 Effective Date for LA Waterkeeper's review and comment. The
9 complete, updated SWPPP shall contain, at a minimum, the
10 following elements:
- 11 i. A revised pollutant source assessment, including all
12 elements required by Section X.G of the General Permit as
13 well as assessments of the potential for the Facility's storm
14 water discharges to contain pollutants for which the
15 Receiving Waters are 303(d) listed and/or have Total
16 Maximum Daily Loads;
 - 17 ii. A detailed narrative description and assessment of each
18 industrial activity with the potential to impact storm water
19 quality occurring at the Facility as required by Section X.G
20 of the General Permit;
 - 21 iii. Descriptions of all BMPs in accordance with Section X.H.4
22 of the General Permit, including without limitation BMPs
23 required by this Consent Decree;
 - 24 iv. A set of site maps that comply with Section X.E of the
25 General Permit and provisions of this Consent Decree,
26 including accurately depicting the different drainage areas
27 and flows;
- 28

- v. A MIP as required by Sections XI and X.I of the General Permit;
 - vi. A designation (by position/title) of either employees or a qualified third-party contractor responsible for carrying out storm water management, monitoring, sampling and SWPPP implementation, e.g., visual inspection of each specific area, monitoring each specific BMP, sampling, etc.; and
 - vii. A Training Program as described above in Paragraph 27.
- b. Additional SWPPP Revisions.
- i. Within thirty (30) days after approval of any Action Plan by LA Waterkeeper (or resolution pursuant to Dispute Resolution), Defendant shall revise the then-current SWPPP to reflect the changes required by the Action Plan and submit the complete, updated SWPPP to LA Waterkeeper for LA Waterkeeper's review and comment.
 - ii. Within thirty (30) days after any changes in industrial activities or sources of industrial pollutants, changes to Discharge Points, or changes to sections of the SWPPP identified in the SWPPP as requiring a SWPPP revision (including but not limited to, changes in Facility contacts or PPT members, changes or additions of BMPs, or changes in or additions of industrial activities that impact storm water discharge), Defendant shall revise the then-current SWPPP to reflect such changes and submit the complete, updated SWPPP to LA Waterkeeper for LA Waterkeeper's review and comment.

1 c. Review of SWPPP. For any SWPPP updates pursuant to
2 Paragraphs 28.a and 28.b, LA Waterkeeper shall have thirty (30)
3 days upon receipt of Defendant's complete SWPPP to provide
4 Defendant with comments. Within thirty (30) days of receiving
5 LA Waterkeeper's comments and proposed changes to the
6 SWPPP, Defendant shall consider each of the comments and
7 proposed changes and either accept them or justify in writing why
8 a change is not incorporated. The Parties agree to work in good
9 faith to resolve any disputes with respect to the SWPPP, and any
10 remaining disputes will be resolved through timely initiation of
11 the dispute resolution procedures in Section IV below. Following
12 its incorporation of proposed modification or additions (if any)
13 into each revised SWPPP, Defendant shall upload the revised
14 SWPPP to SMARTS.

15 **E. COMPLIANCE MONITORING AND REPORTING**

16 29. LA Waterkeeper may conduct one annual site inspection ("Site
17 Inspection") during each Reporting Year during the Term for the purpose of ensuring
18 compliance with this Consent Decree and the General Permit. In the event of a
19 dispute regarding Defendant's compliance with this Consent Decree, and provided a
20 Site Inspection would be relevant to resolving the Parties' dispute, the Parties agree to
21 meet and confer regarding an additional Site Inspection at Plaintiff's request. Plaintiff
22 shall not unreasonably request, and Defendant shall not unreasonably deny, one
23 additional Site Inspection. Any Site Inspection shall occur during normal business
24 hours, and LA Waterkeeper will provide Defendant with at least twenty-four (24)
25 hours' notice prior to a Site Inspection. For any Site Inspection requested to occur in
26 wet weather, Plaintiff shall be entitled to adjust timing or reschedule during normal
27 business hours in the event the forecast changes and anticipated precipitation appears
28 unlikely, and thus frustrates the purpose of visiting the Facility in wet weather. Notice

1 will be provided by electronic mail to the individual(s) designated below at Paragraph
2 56. During the Wet Weather inspection, Plaintiff may request that Defendant collect a
3 sample of industrial storm water discharge from the Facility's designated industrial
4 discharge point(s) referenced in its SWPPP, to the extent that such discharges are
5 occurring. Defendant shall collect the sample and provide a split sample to LA
6 Waterkeeper. LA Waterkeeper's representative(s) may observe the split sample(s)
7 being collected by Defendant's representative. LA Waterkeeper shall be permitted to
8 take photographs or video recording during any Site Inspection.

9 30. Document Provision. During the Term, Defendant shall notify and
10 submit documents to LA Waterkeeper as follows:

- 11 a. Defendant shall copy LA Waterkeeper, by electronic mail to the
12 individual(s) designated below at Paragraph 56, on all compliance
13 documents, monitoring and/or sampling data, written
14 communications and/or correspondences, or any documents
15 related to storm water quality at the Facility that are submitted to
16 the Regional Board, the State Board, and/or any state or local
17 agency, county or municipality.
- 18 b. Within ten (10) days of receipt by Defendant, send to LA
19 Waterkeeper, by electronic mail to the individual(s) designated
20 below at Paragraph 56, any compliance document, inspection
21 report, written communication and/or correspondence, or any
22 document related to storm water quality at the Facility received by
23 Defendant from the Regional Board, the State Board, and/or any
24 state or local agency, county, municipality.

25 31. Compliance Monitoring. Defendant shall partially defray costs
26 associated with Plaintiff's monitoring of Defendant's compliance with this Consent
27 Decree during the Term through June 30 following five (5) years from the Effective
28 Date by paying Twenty-Five Thousand Dollars (\$25,000.00) by no later than January

1 15, 2026. In the event that, pursuant to Paragraph 29, there is an additional Site
2 Inspection in a given year to resolve a dispute, Defendant shall reimburse LA
3 Waterkeeper an additional Two Thousand Five Hundred Dollars (\$2,500.00) during
4 such year, within thirty (30) days after any additional Site Inspection. Payments
5 pursuant to this Paragraph shall be made via check, made payable to: “Los Angeles
6 Waterkeeper” via certified mail, return receipt requested to Los Angeles
7 Waterkeeper, c/o Senior Attorney, 360 E 2nd Street, Suite 250, Los Angeles, CA
8 90012. Failure to submit payment as required under this Paragraph will constitute
9 breach of the Consent Decree.

10 **F. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**
11 **COSTS, MISSED DEADLINES, AND INTEREST**

12 32. Environmentally Beneficial Project. To fund environmentally beneficial
13 project activities that will reduce or mitigate the impacts of storm water pollution
14 from industrial activities occurring in waters tributary to San Pedro Bay, Defendant
15 shall make a payment totaling Forty Thousand Dollars (\$40,000.00) to the South
16 Coast Trout Unlimited made no later than January 15, 2026, payable to the South
17 Coast Trout Unlimited and sent via overnight mail to South Coast Trout Unlimited,
18 3154 Glendale Blvd, 117, Los Angeles CA 90039. Failure to submit payment as
19 required under this Paragraph will constitute breach of the Consent Decree.

20 33. LA Waterkeeper’s Fees and Costs. Defendant shall pay a total of One
21 Hundred Thirty-Five Thousand Dollars (\$135,000.00) to LA Waterkeeper to partially
22 reimburse Plaintiff for their investigation fees and costs, expert/consultant fees and
23 costs, reasonable attorneys’ fees, and other costs incurred as a result of investigating
24 and filing the lawsuit, and negotiating a resolution of this matter within thirty (30)
25 days of the Entry Date. The payment shall be made payable to: the Law Office of
26 William Carlon and delivered by overnight carrier to 437 Post Street, Napa,
27 California 94559. Failure to submit payment as required under this Paragraph will
28 constitute breach of the Consent Decree.

1 34. Missed Deadlines. In the event that Defendant fails to submit to LA
2 Waterkeeper any payment, document, report, or communication required by this
3 Consent Decree, LA Waterkeeper shall provide written notice to Defendant of such
4 missed deadline. Defendant shall have seven (7) days from receipt of such notice to
5 respond to LA Waterkeeper, and, if necessary cure such delinquency. If Defendant
6 fails to respond, and, if necessary cure such alleged delinquency within seven (7)
7 days of receipt of LA Waterkeeper's notice, Defendant shall pay a stipulated payment
8 of Five Hundred Dollars (\$500) per day. Such stipulated payments shall be made by
9 check payable to: Rose Foundation for Communities and the Environment, and such
10 funds shall be used for the sole purpose of funding environmentally beneficial
11 projects, as described in Paragraph 32. Payment shall be sent via overnight mail to
12 Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Defendant agrees to
13 make the stipulated payment within fourteen (14) days after the resolution of the
14 event that precipitated the stipulated payment liability.

15 **IV. DISPUTE RESOLUTION**

16 35. Meet and Confer. Either Party to this Consent Decree may invoke the
17 dispute resolution procedures of this Section IV by notifying the other Party in
18 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.
19 The Parties shall then meet and confer in good faith (either telephonically or in
20 person) within ten (10) days of the date of the notice in an attempt to fully resolve the
21 dispute no later than thirty (30) days from the date of the meet and confer.

22 36. Settlement Conference. If the Parties cannot resolve the dispute within
23 thirty (30) days from the date of the meet and confer described in Paragraph 36, the
24 Parties agree that the dispute may be submitted for formal resolution by filing a
25 motion before the United States District Court for the Central District of California.
26 The Parties agree to request an expedited hearing schedule on the motion.

27 37. In resolving any dispute arising from this Consent Decree before the
28 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to

1 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §
2 1365(d), and applicable case law interpreting such provisions, or as otherwise
3 provided for by statute and/or case law.

4 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

5 38. Plaintiff's Waiver and Release of Defendant. In consideration of the
6 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
7 and on behalf of its officers and directors, release Defendant, its officers, directors,
8 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors
9 or assigns, agents, attorneys and other representatives, from and waives all claims
10 that were raised in the 60-Day Notice Letter and/or the Complaint up to and including
11 the Termination Date of this Consent Decree.

12 39. Defendant's Waiver and Release of Plaintiff. In consideration of the
13 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf
14 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and
15 each of their successors or assigns, release Plaintiff, its officers and directors, from
16 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to
17 and including the Termination Date of this Consent Decree.

18 40. Nothing in this Consent Decree limits or otherwise affects Plaintiff's
19 rights to address or take any position that it deems necessary or appropriate in an
20 informal or formal proceeding before the State Board, Regional Board, EPA, or any
21 other judicial or administrative body on any matter relating to Defendant's
22 compliance at the Facility with the General Permit or the Clean Water Act occurring
23 or arising after the Effective Date.

24 **VI. MISCELLANEOUS PROVISIONS**

25 41. No Admission of Liability. The Parties enter into this Consent Decree
26 for the purpose of avoiding prolonged and costly litigation. Neither the Consent
27 Decree nor any payment pursuant to the Consent Decree shall constitute or be
28 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,

1 nor shall it be construed as an admission of violation of any law, rule, or regulation.
2 Defendant maintains and reserves all defenses it may have to any alleged violations
3 that may be raised in the future.

4 42. Counterparts. This Consent Decree may be executed in any number of
5 counterparts, all of which together shall constitute one original document. Telecopy
6 and/or facsimile copies of original signature shall be deemed to be originally
7 executed counterparts of this Consent Decree.

8 43. Authority. The undersigned representatives for Plaintiff and Defendant
9 each certify that s/he is fully authorized by the Party whom s/he represents to enter
10 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
11 facsimile or electronic mail shall be deemed binding.

12 44. Construction. The language in all parts of this Consent Decree shall be
13 construed according to its plain and ordinary meaning, except as to those terms
14 defined in the Permit, the Clean Water Act, or specifically herein. The captions and
15 paragraph headings used in this Consent Decree are for reference only and shall not
16 affect the construction of this Consent Decree.

17 45. Full Settlement. This Consent Decree constitutes a full and final
18 settlement of this matter.

19 46. Integration Clause. This is an integrated Consent Decree. This Consent
20 Decree is intended to be a full and complete statement of the terms of the agreement
21 between the Parties and expressly supersedes any and all prior oral or written
22 agreements, covenants, representations, and warranties (express or implied)
23 concerning the subject matter of this Consent Decree.

24 47. Severability. In the event that any provision, paragraph, section, or
25 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
26 the enforceable provisions shall not be adversely affected.

27 48. Choice of Law. The laws of the United States shall govern this Consent
28 Decree.

1 49. Diligence. Defendant shall diligently file and pursue all required permit
2 applications for any required BMPs and shall diligently procure contractors, labor,
3 and materials needed to complete all BMPs by the required deadlines.

4 50. Effect of Consent Decree. Compliance with this Consent Decree does
5 not mean that Defendant is complying with the General Permit, the Clean Water Act,
6 or any other law, rule, or regulation.

7 51. Negotiated Settlement. The Settling Parties have negotiated this Consent
8 Decree, and agree that it shall not be construed against the Party preparing it, but
9 shall be construed as if the Settling Parties jointly prepared this Consent Decree, and
10 any uncertainty and ambiguity shall not be interpreted against any one Party.

11 52. Modification of the Consent Decree. This Consent Decree, and any
12 provisions herein, may not be changed, waived, discharged, or terminated unless by a
13 written instrument, signed by the Parties and approved by the Court. Any request to
14 modify any provision of the Consent Decree, including but not limited to any
15 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before
16 the existing deadline(s) applicable to the provision(s) proposed to be modified.

17 53. Assignment. Subject only to the express restrictions contained in this
18 Consent Decree, all of the rights, duties and obligations contained in this Consent
19 Decree shall inure to the benefit of and be binding upon the Parties, and their
20 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any
21 assignment.

22 54. Force Majeure. Neither of the Parties shall be considered to be in default
23 in the performance of any of their respective obligations under this Consent Decree
24 when performance becomes impossible due to a Force Majeure event. A Force
25 Majeure event is any circumstance beyond a Settling Party's control, including
26 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,
27 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,
28 sabotage, or terrorism; restraint by court order or public authority or agency; or action

1 or non-action by, or inability to obtain the necessary authorizations or approvals from
2 any governmental agency. A Force Majeure event shall not include normal inclement
3 weather, economic hardship, inability to pay, or employee negligence. Any Party
4 seeking to rely upon this Paragraph to excuse or postpone performance shall have the
5 burden of establishing that it could not reasonably have been expected to avoid the
6 Force Majeure event and which by exercise of due diligence has been unable to
7 overcome the failure of performance. The Parties shall exercise due diligence to
8 resolve and remove any Force Majeure event.

9 55. Correspondence. All notices required herein or any other correspondence
10 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail
11 transmission to the e-mail address listed below, or if electronic mail is not feasible,
12 then by certified U.S. mail with return receipt, or by hand delivery to the following
13 addresses:

14 If to Plaintiff:

15 Los Angeles Waterkeeper
16 Benjamin Harris
17 Erina Kwon
18 Madeleine Siegel
19 360 E 2nd St., Suite 250
20 Los Angeles, CA 90012
21 Email: ben@lawwaterkeeper.org
Email: erina@lawwaterkeeper.org
Email: madeleine@lawwaterkeeper.org
Phone: (310) 394-6162

22 With copies to:

23 Law Office of William Carlon
24 William Carlon
25 437 Post Street
26 Napa, California 94559
27 Email: william@carlonlaw.com
28 Phone: (530) 514-4115

If to Defendant:

Lewis Brisbois
Ryan Matthews
Joseph Salazar
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Email: ryan.matthews@lewisbrisbois.com
Email: joe.salazar@lewisbrisbois.com

With copies to:

Lewis Brisbois
Ryan Matthews
Joseph Salazar
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Email: ryan.matthews@lewisbrisbois.com
Email: joe.salazar@lewisbrisbois.com

1 Notifications of communications shall be deemed submitted three (3) days after the
2 date that they are postmarked and sent by first-class mail, or immediately after
3 acknowledgement of receipt via email by the receiving Party. Any change of address
4 or addresses shall be communicated in the manner described above for giving notices.

5 56. If for any reason the Federal Agencies should object to entry of this
6 Consent Decree or to any portion of this Consent Decree or the Court should decline
7 to approve this Consent Decree in the form presented, the Parties shall use their best
8 efforts to work together to modify the Consent Decree within thirty (30) days so that
9 it is acceptable to the Federal Agencies or the Court. If the Parties are unable to
10 modify this Consent Decree in a mutually acceptable manner that is also acceptable
11 to the Court, this Consent Decree shall immediately be null and void as well as
12 inadmissible as a settlement communication under Federal Rule of Evidence 408 and
13 California Evidence Code section 1152.

14 The Parties hereto enter into this Consent Decree and submit it to the Court for
15 its approval and entry as a final judgment.
16

17 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
18 as of the date first set forth below.
19

20 APPROVED AS TO CONTENT
21

22 Dated: _____, 2025

By: _____
Bruce Reznik
Executive Director
Los Angeles Waterkeeper

26 Dated: _____, 2025

By: _____
Chris Hall
President
Accurate Steel Treating, Inc.

1 APPROVED AS TO FORM

LAW OFFICE OF WILLIAM CARLON

2
3
4 Dated: _____, 2025

By: _____
WILLIAM CARLON
Attorney for Plaintiff
Los Angeles Waterkeeper

8 LEWIS BRISBOIS

9
10
11 Dated: _____, 2025

By: _____
RYAN MATTHEWS
Attorney for Defendant
Accurate Steel Treating, Inc.

14
15
16 **IT IS SO ORDERED.**

17 **FINAL JUDGMENT**

18
19 Upon approval and entry of this Consent Decree by the Court, this Consent
20 Decree shall constitute a final judgment between the Plaintiff and Defendant.

21
22
23 Dated: November 7, 2025

CENTRAL DISTRICT OF CALIFORNIA

24 

25
26 HONORABLE MICHELLE W. COURT
27 United States District Court Judge
28